

TERMS AND CONDITIONS

1. The Hirer shall deposit material in the Contractors container equipment in a safe manner to ensure that no spillage results when the equipment is transferred to the contractors collecting unit and the customer shall indemnify the Contractor against all or any loss, damage, or liability arising out of any failure by the Hirer to observe the Hirer's obligations in this respect.
2. The contractors equipment must not be loaded beyond the capacity as stated on the quotation.
3. Materials of obnoxious, dangerous or poisonous nature must not be deposited in Contractors equipment (unless by special arrangement) and direct and consequential damage due to infringement of condition is the responsibility of the Hirer who shall indemnify the Contractor against any loss, damage or liability resulting there from.
4. Liquids are not acceptable as waste material.
5. Contractors equipment must on no account be used as incinerators or for burning refuse deposited therein.
6. Responsibility cannot be accepted for recovery of material deposited in the Contractors equipment. Materials so deposited are presumed abandoned and to be disposed of by the Contractors.
7. The Hirer must ensure that there is an unobstructed safe and level access for the Contractors collecting units between the Public Highway and the point at which the equipment is sited.
8. Hirers are responsible for ensuring the Contractors equipment does not constitute a nuisance to a third party whether the said equipment is sited on the Public Highway or the Hirers own premises and does not infringe any statute order or regulation or local bylaw. Hirers are reminded that if containers are left out on the highway overnight it is required that such containers are properly lighted. The Hirer is responsible for this and if any accident occurs because of a loss of the lights or a failure to keep such containers properly lit the Hirer will indemnify the Contractor against any action claim or demand brought by any third party as a result of the Hirers failure to keep the said container properly lit. Hirers are responsible for this. It is the obligation of the Hirer to obtain any permission from the Highway Authority and to conform with all conditions and regulations imposed by the Highway Authority if the container is to be placed on any part of the Public Highway, whether it be a carriage way or Public Footpath.
9. The Hirer will reimburse the Contractor for any damage caused to the container or to any ancillary equipment such as traffic cones, lights, or any other equipment hired to the Hirer with the container whilst the same is under the direct or indirect control of the Hirer no matter what may be the cause of such damage other than fair wear and tear. The Hirer shall also indemnify the Contractor in respect of any claims for injuries to persons or property arising out of the use of the container whilst on hire to the Hirer however that may be caused.
10. If during the period of hire any injury is caused either to the Hirer or any other persons or property arising out of the use of the container either by the Hirer or by the Contractor whilst the same is on hire and no matter how the same may have been caused the Hirer shall remain liable therefore other than if the injury or damage was caused by the negligent act of the Contractor or its employees. Without prejudice to the generality of the foregoing the hirer shall be soley responsible for and shall indemnify the Contractor against all damage caused by the Contractor's Vehicles or the container whilst of or being driven on or off the Public Highway at the request and direction of the Hirer to any drains culverts sewers eaves downpipes gutters wall or any other property of the Hirer or any other person and irrespective of whether such damage was caused by the negligence of the contractor or any of the contractors servants.
11. The Hirer will ensure that there is a clear space of not less than 35 feet at one end of the container when collection is requested and that there is proper access for the lorry to load the container when the same is ready to be removed. The Hirer will not place any object, materials, or impediment in the way of the removal of the container which would make it difficult or dangerous for the container to be loaded on to the lorry at the time of removal.
12. The Contractor reserves the right to suspend collections and deliveries without liability for any loss, occasioned by the Hirer or third party in the event of war, civil commotion, strikes, lock outs, for, fire or any other bad weather conditions, delays in any type of transport, plant breakdown or any accident or other cause beyond the control of the Contractors. The Contractor will use its best endeavours to phase deliveries to meet the Hirer requirements but shall not be liable for any delay in delivery or collection or for any direct or consequential loss arising therefore.